standing that the employee should continue, though not bound to do so, in the service of his employer. A distinction, therefore, might be drawn on the ground that there was no existing obligation or interest to support the assignment. The distinction, however, has not been recognized, and the principal case is contrary to the general law. Assignments of future wages have been held valid, where there was an existing employment, even though the wages were not being earned under any special contract, but by the day or by the piece. *Thayer* v. *Kelley*, 66 Amer. Dec. 220 (Vt.); *Augur* v. *N. Y. Belting Co.*, 39 Conn. 536. Though such is the law it has been suggested that on grounds of public policy it is not well to allow an employee to assign away his future earnings, as such assignments lead directly to improvidence and profusion and often to hopeless poverty. *Woodring* v. *Lehigh R. R. Co.*, 2 Pa. Co. C. Rep. 465. An analogy is drawn also from the case of public officers, where assignments of this nature are generally held void, as tending to lessen the moral incentive to carry out efficiently the duties of their employment. As a matter of policy it may be well to restrict all employees from assigning away future earnings, but such a restriction, it would seem, is eminently a matter for legislative intervention and not a judicial question.

A FRENCH WILL AND AN ENGLISH MARRIAGE. — A point in conflict of laws upon which there seems to be no authority in the books, has been adjudicated in the English Court of Appeal. *In re Martin*, 1900, P. D. 211. In 1870, a Frenchwoman, residing in England but domiciled in France, made a will which was valid according to the French law, although it did not fulfil the requirements of the Wills Act. Some years later she married in London a native of France who had left that country to escape a sentence of imprisonment, and, as the majority of the court found, was then domiciled in England. Subsequently the husband returned to France and resumed his French domicile. The wife, however, remained in England, and on her death the will of 1870 was proposed for probate. The majority of the Court of Appeal, overruling the judgment of Jeune, P., held that the marriage of the testatrix to one who was then domiciled in England worked a revocation of her will. One judge, however, was not convinced that the Frenchman had ever changed his domicile, and consequently thought that the will had not been revoked. The state of facts surrounding the husband's life in England — he assumed an English name, took leases of property in England, and declared that he was domiciled there, although two years after the expiration of period of prescription as to his liability for imprisonment under the French law he returned to France — makes it difficult to quarrel with either view on the question whether or not he acquired an English domicile. Assuming that the majority were right, however, we have the decision that the English domicile of the husband at the time of the marriage revoked the will which the wife had previously made. Ordinarily the validity of a wife's will is to be determined by the law of the domicile of the husband at the time of her death. If that rule were to be followed here the will would be valid, as the evidence showed that the husband took up again his domicile of origin on his return to France, and by the French law a woman's will is not revoked by her marriage. Had the parties married in France and subsequently acquired an English domicile, the will would not then

have been revoked even if such English domicile continued till the wife's death, for by Lord Kingsdown's Act no will is to be held revoked or invalid by reason of any subsequent change of domicile. *In the Goods of Reid*, L. R. 1 P. & D. 74. Even had they married in England without acquiring an English domicile it is probable that there would have been no revocation. In the principal case, however, for a certain period the husband had an English domicile and during that period he married the testatrix. He had at that time submitted himself to the English law, and the English law says that the will of either spouse is revoked by marriage. The decision, therefore, although new upon the facts, is quite in accord with settled principles.

Bona Fide Pledgees of Warehouse Receipts. — The mere possession of goods is, of course, but uncertain evidence of the possessor's right to sell or pledge them. Where the goods are such as are often bailed for hire, such evidence is slight; where they are such as are seldom possessed except by those having a right to sell or pledge them, and their possession has been honestly obtained, it is well-nigh conclusive. Rights to possession, perhaps improperly, have been regarded by both business men and the courts as entitling their holder to be treated by strangers as one in actual possession. See 10 Harvard Law Review, 57. Where such rights are evidenced, however, by bills of lading or warehouse receipts, business men ordinarily assume that their holder, if he has honestly come by them, is entitled not merely to have possession, but to possession coupled at least with the property of a mortgagee or with authority to sell or pledge. To be sure they often assume the same fact from mere possession of certain classes of goods, but they invariably assume it when such documents of title exist. And if a party advances money, in good faith, on the security of such documents, the business community seems to feel it to be just that he should be protected against an owner who has allowed such evidence of authority to be employed.

The courts, for the last century, have accepted a doctrine which, if properly applied, would recognize this business sense of justice. They have held that where an owner has given another party the apparent right to dispose of goods, or the *indicia* of their ownership, a *bona fide* purchaser or pledgee of such rights should be protected against the owner. By the latter's fault the purchaser was misled, and he should be estopped from affirming his rights. *Pickering* v. *Busk*, 15 East, 38; *Henderson & Co.* v. *Williams*, [1895] 1 Q. B. 521. But in applying this doctrine they have generally regarded bills of lading and warehouse receipts not as *indicia* of title or authority to dispose of the goods, but merely as *indicia* of a right to possession. *Newsom* v. *Thornton*, 6 East, 17, 41; *Burton* v. *Caryea*, 40 Ill. 320. Such a view may formerly have been proper, but at the present day, as these documents are considered by business men as representing a right to dispose of the goods, the courts should recognize the fact, and raise an estoppel against the owner who has intrusted them to another to a third party's disadvantage. In a recent Massachusetts case, the owner of goods, which were in a bonded warehouse, pledged them, and delivered to the pledgee a non-negotiable warehouse receipt. The pledgee in turn pledged the goods for a larger amount to the plaintiff. It was held that the plaintiff's rights were limited to the amount of the first pledge. *Commercial Nat. Bank* v.